

OSTER

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March 28, 2008

RECORDATION NO.

27431

FILED

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SURFACE TRANSPORTATION BOARD

Anne Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 E Street, SW
Washington, D.C. 20423

Dear Ms. Quinlan:

Enclosed for recording with the Surface Transportation Board is a Memorandum of Schedule #1 to Full Service Master Lease Agreement dated 10/27/06 involving the following parties and railroad equipment:

Lessor: Midwest Railcar Corporation
4949 Autumn Oaks Drive
Maryville, IL 62062

Lessee: Louis Dreyfus Corporation
4800 Main Street, Suite 274
Kansas City, MO 64112

Equipment: 40, 5150 cf Covered Hoppers
MCEX 350451-350490
Previously MWCX 480206-480245

Please record this agreement as a primary document. The filing fee of \$35 is enclosed.

Summary: Memorandum of Schedule #1 to Full Service Master Lease Agreement dated 10/27/06 between Midwest Railcar Corporation as Lessor and Louis Dreyfus Corporation as Lessee including 40 Covered Hoppers, MWCX 480206-480245 previously MCEX 350451-350490.

Sincerely,



Mary Ann Oster
Research Consultant

Enclosure

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COPY

SURFACE TRANSPORTATION BOARD

MIDWEST RAILCAR CORPORATION

**MEMORANDUM OF SCHEDULE #1 TO FULL SERVICE
MASTER LEASE AGREEMENT**

between

MIDWEST RAILCAR CORPORATION,

as Lessor

and

LOUIS DREYFUS CORPORATION,

as Lessee

MEMORANDUM OF SCHEDULE #1 TO FULL SERVICE MASTER LEASE AGREEMENT

THIS MEMORANDUM OF SCHEDULE #1 TO FULL SERVICE MASTER LEASE AGREEMENT is effective as of October 27, 2006, by and between MIDWEST RAILCAR CORPORATION ("Lessor"), and LOUIS DREYFUS CORPORATION, a Delaware Corporation ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, certain railcars as described on Exhibit A attached hereto and made a part hereof, all as more particularly described in that certain Schedule #1 dated October 27, 2006 between Lessor and Lessee to the Full Service Master Lease Agreement dated as of October 27, 2006 between Lessor and Lessee (the "Lease").
2. The Lease shall be effective as of the execution date thereof and the term of the Lease with respect to each car shall be as set forth in Schedule #1.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Schedule #1 to Full Service Master Lease Agreement to be executed as of the date first above written.

MIDWEST RAILCAR CORPORATION
Lessor

By: 

LOUIS DREYFUS CORPORATION

By: 

Name:
Title:

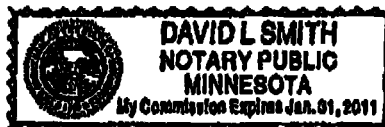
STATE OF MN, CITY OF Elk River, TO WIT:

On this 28 day of Nov, 2006 before me appeared, Richard M. Murphy III to me personally known, who being by me duly sworn, says that he is the President/CEO of MIDWEST RAILCAR CORPORATION, an Illinois Corporation, that said instrument was signed on Nov 28, 2006 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Notary Public

My commission expires: 1-31-11



STATE OF Missouri, CITY OF St. Louis, TO WIT:

On this 28 day of November, 2006 before me appeared, Mark Huck to me personally known, who being by me duly sworn, says that he is a Representative of LOUIS DREYFUS CORPORATION, a Delaware Corporation, that said instrument was signed and sealed on October 27, 2006 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Notary Public

My commission expires:

May 10, 2008

SCHEDULE #1**Appendix A****Description of Cars**

Up to Forty (40) 5150 c.f., 110-ton, 286,000 lb. gross rail load covered hoppers originally built by Thrall in 1994 with the following reporting marks and numbers:

Current Car Number	Prior Car Number	Current Car Number	Prior Car Number
MCEX350451	MWCX480206	MCEX350471	MWCX480212
MCEX350452	MWCX480207	MCEX350472	MWCX480213
MCEX350453	MWCX480232	MCEX350473	MWCX480214
MCEX350454	MWCX480233	MCEX350474	MWCX480215
MCEX350455	MWCX480234	MCEX350475	MWCX480216
MCEX350456	MWCX480235	MCEX350476	MWCX480217
MCEX350457	MWCX480236	MCEX350477	MWCX480218
MCEX350458	MWCX480237	MCEX350478	MWCX480219
MCEX350459	MWCX480238	MCEX350479	MWCX480220
MCEX350460	MWCX480239	MCEX350480	MWCX480221
MCEX350461	MWCX480240	MCEX350481	MWCX480222
MCEX350462	MWCX480241	MCEX350482	MWCX480223
MCEX350463	MWCX480242	MCEX350483	MWCX480224
MCEX350464	MWCX480243	MCEX350484	MWCX480225
MCEX350465	MWCX480244	MCEX350485	MWCX480226
MCEX350466	MWCX480245	MCEX350486	MWCX480227
MCEX350467	MWCX480208	MCEX350487	MWCX480228
MCEX350468	MWCX480209	MCEX350488	MWCX480229
MCEX350469	MWCX480210	MCEX350489	MWCX480230
MCEX350470	MWCX480211	MCEX350490	MWCX480231

Prior to delivery to Lessee, each Car will:

- 1) be repaired to all AAR and FRA specifications;
- 2) be free of all material and debris and suitable for loading;
- 3) have properly functioning discharge gates and hatches that shall seal properly;